



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

company cannot refuse service solely because of past debts due it from the consumer. *Danaher v. Southwestern Telegraph Co.*, 94 Ark. 533, 127 S.W. 963; *Crumley v. Watauga Water Co.*, 99 Tenn. 420, 41 S.W. 1058; *State ex rel. Atwater v. Delaware L. & W. R. Co.*, 48 N.J.L. 55, 2 Atl. 803. If a carrier enjoys any rights of priority, it is only to the use of its own facilities for its own indispensable needs as a carrier. *Louisville & Nashville R. Co. v. Queen City Coal Co.*, 13 Ky. L. Rep. 832. See *Royal Coal & Coke Co. v. Southern Ry. Co.*, 13 Interst. Com. Comm. R. 440. In the instant case the carrier had no contract right to the specific coal and therefore could not get specific performance as to this coal even in equity. The virtual recognition by the court of a right of *angary* in public utilities, it is submitted, is without precedent and should not be followed. Its implications involve all the dangers of self-help. Even the power of eminent domain is no defense to a taking of property by self-help, which is certainly not due process. *City of Clinton v. Franklin*, 119 Ky. 143, 83 S.W. 140.

CARRIERS — DUTY TO TRANSPORT AND DELIVER — REFUSAL TO DELIVER WITHOUT PRODUCTION OF A LOST ORDER BILL OF LADING. — An interstate shipment of perishable goods was routed over connecting carriers, the initial carrier giving a through bill of lading to the shipper's order, notify a third party. The bill of lading was lost or delayed, and upon the arrival of the goods, the shipper's agent requested delivery. The terminal carrier refused to deliver without production of the bill of lading or a bond of indemnity. The initial carrier did not require a bond, and wired the terminal carrier to deliver. Several days elapsed after the receipt of this telegram before the terminal carrier made delivery, and in this period the goods were injured by frost. Suit was brought by the shipper against the initial carrier. The Carmack Amendment to the Interstate Commerce Act subjects the initial carrier to liability for "loss, damage or injury" caused goods by the default of a connecting carrier (34 U.S. STAT. AT L. 595, c. 3591, § 7). *Held*, that the shipper may recover. *McCotter v. Norfolk So. R. Co.*, 100 S.E. 326 (N.C.).

. A carrier in delivering goods without requiring the production of an order bill of lading, does so at its peril, and in case of misdelivery is liable for a conversion to the person entitled to receive the goods. *Forbes v. Boston & Albany R. Co.*, 133 Mass. 154; *Ratzer v. Burlington, etc. R. Co.*, 64 Minn. 245, 66 N.W. 988. The same is true though the bill of lading contains a direction to notify a third person. *No. Pa. R. Co. v. Commercial Bank*, 123 U.S. 727; *Atlanta Nat. Bank v. So. R. Co.*, 106 Fed. 623; *Union Stock Yards Co. v. Westcott*, 47 Neb. 300, 66 N.W. 419. Accordingly, the carrier may, for its own protection, make the production of the bill of lading a condition to delivery. *Kaufman v. Seaboard Air Line R.*, 10 Ga. App. 248, 73 S.E. 592. That the consignor, to whose order the bill was taken, requests a delivery, should not alter the situation. See *Schlichting v. Chicago, etc. R. Co.*, 121 Ia. 502, 96 N.W. 959. If the goods are perishable, and the bill of lading has been lost or delayed, the law should not allow an *impasse*. It would seem proper to require that the carrier deliver in such case without receiving the bill of lading, if he is properly indemnified against possible loss by the party requesting delivery. In the principal case recovery was allowed as for a default of the terminal carrier. But as it does not appear that it was offered indemnity, or that it assented to deliver without such protection before the delivery was actually made, it seems questionable whether a breach of duty on the part of the terminal carrier has been made out. It is possible, however, that the initial carrier was itself in default in failing to take and offer to the terminal carrier the indemnity offered by the shipper.

CARRIERS — REGULATION OF RATES — GOOD FAITH IN RECEIVING A REBATE AS A DEFENSE TO THE SHIPPER UNDER THE ELKINS ACT. — The de-